

COPY OF PAPER
ORIGINALLY FILED



#5
4/12/02

PATENT
Attorney Docket No. A-71156/MSS/WEN

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

John Edward Wiese, et al.

Serial No.: 09/769,852

Filing Date: January 25, 2001

For: ***Environmentally Hardened
Remote DSLAM***

Examiner: Not Yet Known

Art Unit: 2661

RECEIVED

MAR 21 2002

Technology Center 2600

REVOCATION AND SUBSTITUTION OF POWER OF ATTORNEY

The undersigned, assignee of the entire interest in the above subject patent application, hereby revokes all powers of attorney previously granted in connection with this application and appoints the following attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and his (their) attorney(s) in accordance with the provisions of 37 C.F.R. 1.36: Harold C. Hohbach, Reg. No. 17,757; Aldo J. Test, Reg. No. 18,048; Donald N. MacIntosh, Reg. No. 20,316; Edward S. Wright, Reg. No. 24,903; David J. Brezner, Reg. No. 24,774; Robert B. Chickering, Reg. No. 24,286; Richard F. Trecartin, Reg. No. 31,801; Edward N. Bachand, Reg. No. 37,085; R. Michael Ananian, Reg. No. 35,050; Robin M. Silva, Reg. No. 38,304; Michael A. Kaufman, Reg. No. 32,988; Maria S. Swiatek, Reg. No. 37,244; Todd A. Lorenz, Reg. No. 39,754 and William E. Nuttle, Reg. No. 42,943; provided that if any one of said attorneys ceases being affiliated with the law firm of Flehr Hohbach Test Albritton & Herbert LLP as partner, employee or of counsel, such attorney's appointment as attorney and all powers derived therefrom shall terminate on the date such attorney ceases being so affiliated.

Serial No.: 09/769,852
Filing Date: January 25, 2001

Assignee has reviewed the assignment document that evidences the placement of title in the assignee, true and correct copies of which are attached hereto and understands and believes that these assignment documents have been submitted for recordation in the U.S. Patent and Trademark Office. Said assignment document was recorded by the Assignment Division of the U.S. Patent and Trademark Office on March 26, 2001 at Reel No. 011633, Frame No. 0203.

Direct all telephone calls to William E. Nuttle at (650) 494-8700.

Please note the change of address regarding all future correspondence:

FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP
Four Embarcadero Center, Suite 3400
San Francisco, California 94111-4187

Date: March 1, 2002

Wireless Inc.

By: 

(signature)

Name: Priscilla Marilyn Lu
(printed or typed)

Its: President

(title)

File No. A-71156/MSS/WEN

1037341



RECEIVED

JUN 12 2001

FLIESLER DUBB,
MEYER & LOVEJOYUNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark OfficeASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JUNE 06, 2001

PTAS

DAVID E. LOVEJOY

4 EMBARCADERO CTR., SUITE 400
SAN FRANCISCO, CA 94111-4156COPY OF PAPERS
ORIGINALLY FILED

101656073A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/26/2001

REEL/FRAME: 011633/0203
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

WIESE, JOHN EDWARD

DOC DATE: 03/14/2001

ASSIGNOR:

ALSPAUGH, MATTHEW DAVID

DOC DATE: 02/27/2001

ASSIGNOR:

MASSA, FRANK WILLIAM

DOC DATE: 03/05/2001

ASSIGNEE:

WIRELESS INC.
5452 BETSY ROSS DRIVE
SANTA CLARA, CALIFORNIA 95054-1101SERIAL NUMBER: 09769852
PATENT NUMBER:FILING DATE: 01/25/2001
ISSUE DATE:RECEIVED
MAR 21 2002

Technology Center 2600

WIRE - 01007150

Name: _____
Date: _____
By: _____
DEL
mfr

011633/0203 PAGE 2

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

3-2601

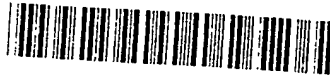
04-03-2001

FORM PTO-1619A

MAR 26 2001

(Adaptation)

RECOR



PATENT

To the Honorable Commissioner of Patent

101656073

original document(s) or copy(ies).

SUBMISSION TYPE

New, Resubmission, Correction

CONVEYANCE TYPE

Assignment, License, Merger, Security Agreement, Name Change

New

Assignment

CONVEYING PARTY (IES)

Name(s): John Edward Wiese; Matthew David Alspaugh; Frank William Massa

EXECUTION DATE (mm/dd/yyyy)

03-14-2001; 02-27-2001; 03-05-2001

RECEIVING PARTY

Name: Wireless Inc.

Address: 5452 Betsy Ross Drive
Santa Clara, California 95054-1107COPY OF PAPERS
ORIGINALLY FILED

RECEIVED

MAR 21 2002

Technology Center 2600

CORRESPONDENT

Name/Address

Customer No.

Communication

David E. Lovejoy
4 Embarcadero Ctr., Suite 400
San Francisco, CA 94111-4156

21603

Tel: (415) 362-3800
Fax: (415) 362-2928
e-mail: del@fdml.com

PAGES

Total number of pages of attached conveyance document including attachments. # 4

PATENT APPLICATION NUMBER(S)

PATENT NUMBER(S)

09769852

If filed with a new Patent application, the date signed by the first executing inventor (mm/dd/yy):

NUMBER OF PROPERTIES

Total number of properties to be recorded: # 1

FEE AMOUNT

{(37 CFR §§ 1.21(h), 3.41) Number of Properties X \$40 = \$ 40.00

METHOD OF PAYMENT

☒ Payment Enclosed: Check in the amount of \$40.00.☒ Deposit Account 06-1325: The Commissioner is authorized to charge any fee (including any fee required under 37 CFR §§1.16, 1.17, 1.18 or otherwise) if no Payment Enclosed, and is authorized to charge any additional fees and credit any over payment associated with this communication to the Deposit Account.

STATEMENT AND SIGNATURE

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David E. Lovejoy (Reg. No. 22,748)

Signature Date: March 22, 2001

4/02/2001 11:00:00 AM 00000417 09769852

1 FC:561

40.00 DP

JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

Inventor(1)	
Name	John Edward Wiese
Residence Address	8965 Melbourne Drive, Colorado Springs, Colorado 80920, USA

and

Inventor(2)	
Name	Matthew David Alspaugh
Residence Address	995 South Gaylord Street, Denver, Colorado 80209, USA

and

Inventor(3)	
Name	Frank William Massa
Residence Address	53 Park Groton Place, San Jose, California 95136, USA

have invented certain new and useful improvements in:

ENVIRONMENTALLY HARDENED REMOTE DSLAM

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

<input checked="" type="checkbox"/> For which the application for United States Patent was filed.	
Filed Date (mm/dd/yyyy):	01/25/2001
SC/Serial Number:	09/769,852

or

<input type="checkbox"/> For which the declaration or oath for the application for United States Patent was executed.	
Execution Date (mm/dd/yyyy):	

WHEREAS, the ASSIGNEE is a corporation which has the Name, is organized and exists under the laws of the State of Incorporation and has a principal Place of Business as follows:

ASSIGNEE	
Name:	Wireless Inc.
State of Incorporation:	Delaware
Place of Business:	5452 Betsy Ross Drive Santa Clara, California 95054-1101

WHEREAS the ASSIGNEE wants to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.
2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.
3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Each said Inventor hereby authorizes and requests the Commissioner for Patents to issue any and all of said patents in the United States to said Assignee, for Assignee's full use and enjoyment and for the use and enjoyment of Assignee's legal representatives and assigns, to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held by said Inventors had this Assignment not been made.

IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee.

John Edward Wiese
.....
(1) John Edward Wiese
(Inventor(1)'s Signature)

State of Colorado
County of El Paso

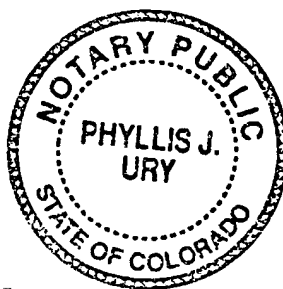
On 3-14-01 before me, Phyllis J. Ury, Notary
(name and title of officer)

personally appeared John Edward Wiese, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Phyllis J. Ury

MY COMMISSION EXPIRES 06/02/2001



(2) Matthew David Alspaugh
(Inventor(2)'s Signature)

State of Colorado

County of Denver

On 2/27/2001 before me, DEBRA L. SEVOLD PERSONAL BANKER
(name and title of officer)

personally appeared Matthew David Alspaugh, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Debra L. Sebold

COMMERCIAL FEDERAL BANK
750 SOUTH UNIVERSITY BLVD.
DENVER, CO 80209

My commission expires 7/18/2001

(3) Frank W. Massa
(Inventor(3)'s Signature)

State of California

County of Santa Clara

On Feb Mar 5, 01 before me, Irene Nagel, Notary Public
(name and title of officer)

personally appeared Frank William Massa, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Irene Nagel

